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HOLMES & MILLS
ATTORNEYS AT LAW

SUITE 302 114 COMMERCE LANE ROCKVILLE, MARYLAND 20850 No. 29, 995 Equity Exhibit Filed October 5, 1972

SALES CONTRACT

| | | THIS CONTRACT OF SALE, made thislst day ofJune |
|------------|----------------------------------|--|
| | | M. K. & B. CORP. OF ROCKVILLE .a Maryland Corporation Buyer. |
| WITNESSETH | | |
| 1. | | In consideration of the sum ofFORTYTWOThousand.Five.Hundred.and.no/100 Dollars (\$42,500.00), the Seller hereby sells to the Buyer and the Buyer hereby purchases from the Seller, real property situate in .FREDERICK County, Maryland and described as: |
| 2. | | All the land as contained and shown on subdivision plat entitled "PLEASANT OAK *********************************** |
| 3. | DOWN PAYMENT | The Buyer has paid the sum of ne. Thousand. and no/100 Dollars in the form of a (check, catheraste) which is hereinafter described as the deposit. The Buyer will pay the sum ofEartyTwoThousand.Eive.Hundred.and.no/.100 Dollars (\$42,500,00) in cash at settlement of which sum the deposit shall be a part. |
| | MORTGAGE | The Buyer will a first mortgage or deed of trust in the amount of |
| | | This contract is contingent on the ability of the Buyer being able to obtain or assume the said mortgage or deed of trust. In the event the Buyer is unable to do so prior to the day of, he shall be entitled to be excused from the performance of this Contract, and upon written notice to the Seller within that time, shall be entitled to a refund of his deposit. |
| 5. | BALANCE PURCHASE MONEY | For balance of the purchase money the Buyer will give back and Seller agrees to take back a purchase money mortgage in the amount of |
| | | This mortgage shall provide that any installment payment shall first be applied to interest and the balance credited to principal and that in the event of failure to pay one or more installments of principal or interest when due on this mortgage or on the mortgage referred to in paragraph numbered 4 above, the entire balance of principal and accrued interest shall be due on this mortgage at the option of the mortgagee, or assigns, and further providing that the said mortgage may be prepaid in full or in part at any time without penalty. |
| | SETTLEMENT COSTS AND ADJUSTMENTS | The Buyer shall pay for the examination of the title, survey, if required, conveyancing and all other costs incident to settlement including, but not limited to, transfer taxes, recordation costs and state transfer stamps. Taxes, rents and operating charges, interest on assumed mortgages and insurance, and annual benefit charges, if any, of the Washington Suburban Sanitary Commission shall be adjusted to date of settlement and assumed thereafter by the Buyer. Any assessment for improvements, other than those of the Washington Suburban Sanitary Commission, completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefore at the time of transfer. |
| 7. | PLAT | The Buyer (acknowledges receipt of) (waives the receipt of) a copy of a plat of the property described in Paragraph 2. |
| 8. | PERFECTING TITLE | The Seller shall pay for costs incident to the release of prior liens, and legal proceedings to perfect the title if it be found not merchantable. |
| 9. | DAMAGE TO PROPERTY | The Seller shall be liable for damage to the property subsequent to acceptance of this contract until possession is given to the Buyer, or the deed delivered to the Buyer or his Agent at settlement, whichever shall first occur. |
| 10. | COMMISSION | The Seller agrees to pay to |
| 11. | TITLE AND POSSESSION | The Seller shall give possession of the premises and execute and deliver at settlement a special warranty deed with covenants of seisin and further assurances, and convey a merchantable title, subject only to liens specifically assumed by the Buyer, except that use and occupancy covenants and restrictions of record generally applicable to properties in the immediate vicinity and utility rights of way or other easements which may be observed by an inspection of the property shall not be considered as defects; and all notices of violations of orders or requirements noted |
| | | Filed October 5, 172 Plaintiff's Exhibit "A" |